

**Amendment to the Agreement
Between
XO Communications Services, Inc.
and
BellSouth Telecommunications, Inc.
d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia,
AT&T Kentucky, AT&T Louisiana, AT&T Mississippi,
AT&T North Carolina, AT&T South Carolina and
AT&T Tennessee
Dated August 31, 2003**

Pursuant to this Amendment, (the "Amendment"), XO Communications Services, Inc. (XOCS), and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee (AT&T), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated August 31, 2003 (Agreement) to be effective September 17, 2007 (Effective Date).

WHEREAS, AT&T and XOCS entered into the Agreement on August 31, 2003, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to delete and replace Section 20.1 of the General Terms and Conditions as follows:
 - 20.1 With the exception of billing notices, governed by Attachment 3, every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

AT&T

AT&T Local Contract Manager
600 North 19th Street, 10th floor
Birmingham, AL 35203

and

Wholesale Market Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375

XO Communications Services, Inc.

Gegi Leeger
Director Regulatory Contracts
13865 Sunrise Valley Drive
Herndon, Virginia 20171
e-mail: Gegi.Leeger@xo.com
Telephone Number: 703-547-2109
Facsimile Number: 703-547-3694

and

John Ivanuska
Director – State Regulatory
10940 Parallel Parkway, Suite K, #353
Kansas City, KS 66109
e-mail: John.Ivanuska@xo.com
Telephone Number: 913-499-1379
Facsimile Number: 913-378-7686

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

2. All of the other provisions of the Agreement, dated August 31, 2003, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

IN WITNESS WHEREOF, the Parties have executed this Agreement the
day and year written below.

BellSouth Telecommunications, Inc.
d/b/a AT&T Alabama, AT&T Florida,
AT&T Georgia, AT&T Kentucky,
AT&T Louisiana, AT&T Mississippi,
AT&T North Carolina, AT&T South
Carolina and AT&T Tennessee

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 9/19/07

XO Communications Services, Inc.

By: Heather B. Gold

Name: Heather B. Gold

Title: SVP-External Affairs

Date: 9/17/07